In the Drawings:

The attached sheets of drawings include changes to all figures. These sheets, which include FIGURES 1-8, replace the original sheets, including FIGURES 1-8. The attorney docket number has been relocated to the margin, and changes have been made to FIGURE 7 to conform it to the description of that figure in the specification.

Attachments: Replacement sheets

Annotated sheets showing changes

REMARKS/ARGUMENTS

Claims 9-28 are pending. The specification has been objected to because the description of Figures 2, 3, 7, and 8 have elements which were not mentioned or described. The drawings have been objected to for noted informalities. Claim 10 is objected to because of informalities. Claims 9, 10, 13, 14, 17, 19, 22, 24, and 26-28 are rejected under 35 USC 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. In this, the **fifth** non-final office action to issue on these claims, claims 9-11, and 17 are rejected under 35 USC 103(a) as being unpatentable over U.S. Patent 5,500,890 to Rogge et al (hereinafter "Rogge") in view of U.S. Patent 5,448,047 to Nair et al (hereinafter "Nair"). Claims 12-28 are rejected under 35 USC 103(a) as being unpatentable over Rogge and Nair in view of U.S. Patent 6,178,409 to Weber et al. (hereinafter "Weber"). These rejections are respectfully traversed.

The Applicants hope that the Examiner minds the admonishment in M.P.E.P. 707.07(g) against piecemeal examination, and that after successfully traversing these rejections, the claims will be allowed and that new art will not again be cited against these claims.

Objections to the Specification

The Examiner states that the "abstract of the disclosure is objected to because in the description of Figures 2 and 3 do not mention element '112.'" This objection does not make any sense, and it appears that what the Examiner was trying to state was that the specification was objected to because the description of FIGURES 2 and 3 do not mention element 112. No basis for this objection was provided, and the Applicants are unaware of any such requirement. It is noted that element 112 is described at length in the description of FIGURE 1, and it is noted on page 7, lines 2-4, that "like parts are marked throughout the specification and drawings with the same reference numerals."

It is further noted that the description of FIGURE 3 does include a reference to element 112, at page 14, lines 9-10. As element 112 has been well addressed in the description of FIGURE 1, is addressed in the description of FIGURE 3, and as it has been noted that like parts are marked throughout the specification and drawings with the same reference numerals, withdrawal of what the Examiner was apparently objecting to is requested.

Amendments to the FIGURES and drawings have been made to address or remove elements that were found in the drawings but not described in the specification. Withdrawal of this objection is requested.

Objections to the Drawings

Amended drawings are submitted herewith to address the objections to the drawings and to correct other informalities. No new matter has been added.

Claim Objections

The objection to Claim 10 has been rendered moot in view of the amendment to Claim 10.

Rejections Under 35 U.S.C. 112, Second Paragraph

In this, the **fifth** non-final office action to issue on these claims, the Examiner presents for the first time a rejection of many claims under 35 U.S.C. 112, many of which have been present in the case since the first office action. The Applicants find many of the bases for the rejections under 35 U.S.C. 112 to be incomplete or confusing, and believe that the prior conclusion of the two Examiners that have previously issued four non-final office actions for these claims was correct, in that no rejection of the claims under 35 U.S.C. 112 was cited in any of the earlier office actions, and the claims were apparently clear and easily understood when previously examined.

In regards to the objection to claims 9 and 10 under 35 U.S.C. 112, the Applicants note that these claims have been amended to be placed into means plus function format, pursuant to 35 U.S.C. 112, paragraph 6. As such, the Examiner must comply with controlling Federal Circuit law in examining these claims. In particular, the Applicants call the Examiner's attention to the Federal Circuit's guidance in *WMS Gaming, Inc. v. Int'l Game Technology*, 184 F.3d 1339, 1349 (Fed. Cir. 1999), which holds that:

> In a means-plus-function claim in which the disclosed structure is a computer, or microprocessor, programmed to carry out an algorithm, the disclosed structure is not the general purpose computer, but rather the special purpose computer programmed to perform the disclosed algorithm.

Subsequent guidance clarifies that such algorithms include flow charts or other descriptions of structure in the specification, and are not limited to mathematical algorithms such as the one at issue in *WMS Gaming*.

In regards to claim 9, the Examiner is confused about the claim term "forming a credit transaction data message," and does not understand whether the "protocol translator or the transmission protocol [is] forming a credit transaction message." Turning first to the claim, it is noted that claim 9, as amended, recites an "apparatus for transmitting credit transaction data over a communications medium comprising: protocol translator means for receiving the credit transaction data from two or more point of sale systems according to two or more different transmission protocols, each transmission protocol associated with a different credit authorization system, and forming a credit transaction data message; and encryption means for receiving the credit transaction data message from the protocol translator and encrypting the credit transaction data message." Thus, according to the clear language of the claim, the protocol translator means forms the credit transaction data message. The two or more different transmission protocols are just that – transmission protocols. It is clear from the claim language that each of the transmission protocols is associated with a different credit authorization system. Construing the claim as suggested by the Examiner to mean that the transmission protocol forms a "credit transaction message" is improper, both grammatically and based on the explicit language of the claim. Grammatically, the phrase "and forming a credit transaction data message" must modify "protocol translator means for receiving the credit transaction data from two or more point of sale systems according to two or more different transmission protocols," and the phrase "each transmission protocol associated with a different credit authorization system" must relate to the term "two or more different transmission protocols" that immediately precedes the phrase.

Likewise, based on the explicit claim language, there is no "credit transaction message" claimed. The cause of the Examiner's confusion is not apparent from the claim language, and may be the result of inattention to detail, such as the difference between the terms "credit transaction **data** message" and "credit transaction message."

Furthermore, as claim 9 is now in means-plus-function format, the Examiner must refer to the specification for the corresponding structure associated with the means-plus function terms. One example of the corresponding structure can be found at page 17, lines 9-17. Another

example can be found at page 21, line 25 to page 22, line 4. Other exemplary embodiments may also be found. As such, the rejection of claim 9 under 35 U.S.C. 112 should be withdrawn.

The Examiner states that claim 13 "appears to have a step omitted," and further states that claim 17 "has a similar problem," but fails to provide any reasoning or support for those positions. Why does the Examiner believe that a step is omitted? The Applicants can find no reason, but if the Examiner can explain in the next office action why one would reasonably conclude that a step is missing, the Applicants will address that new basis for rejection at that time.

Further in regards to claim 13, the Examiner believes that the use of the term "two or more authorization systems" is objectionable because "it is not in any of the other limitations of this claim. The basis for this rejection is unclear – first, the term "two or more authorization systems" has proper antecedent basis, and second, **the** "two or more authorization systems" are clearly related to the underlined claim terms: "determining which of two or more authorization systems is **the appropriate authorization system** to provide the authorization request to; and transmitting the authorization request to **the appropriate authorization system**." One of ordinary skill in the art would have no problem understanding this claim term. The grammatical structure is very simple. Further clarification is needed in order to understand the basis for the Examiner's contention that antecedent basis is lacking.

In regards to the rejection of claim 22, the Applicants believe that the meaning is clear, but have amended the claim to provide antecedent basis for "one or more of the point of sale systems." However, this amendment underscores the problem with the rejection of "two or more authorization systems" in claim 13 for lack of antecedent basis.

The Examiner also rejects claims 9, 10, 13, 14, 17, 19, 22, 24, and 26-28, apparently based on the use of "point of sale system" and "point of sale device," and also on the grounds that it "is unclear whether there are two or more point of sale systems or one point of sale system." Obviously, if there are two or more point of sale systems, then there must one or more point of sale system. However, as noted with respect to claims 9 and 10, and also in regards to claim 26, these claims are in means plus function format, and the Examiner must identify the corresponding structure in the specification. The Applicants call the Examiner's attention to page 8, line 31 to page 9, line 4 of the specification, which states that "[p]oint of sale system 104 is coupled to remote hub system 102, and can be implemented in hardware, software, or a

suitable combination of hardware and software, and can be one or more software systems operating on a point of sale terminal or device." This disclosure in the specification, as well as other exemplary embodiments described in the specification, must be applied to the construction of the corresponding structure for claims 9 and 10, and also make clear that the claims and the specification are in agreement. Withdrawal or clarification of the rejection under 35 U.S.C. 112 is requested.

Rejections Under 35 U.S.C. 103(a)

Claims 9-11, and 17 are rejected under 35 USC 103(a) as being unpatentable over Rogge in view of Nair. Claims 12-28 are rejected under 35 USC 103(a) as being unpatentable over Rogge and Nair in view of Weber. These rejections are respectfully traversed.

As a preliminary matter, it is noted that none of the cited art remotely relates to what is disclosed in the specification – a system that allows transactions from different point of sale terminals, manufactured by different manufacturers, to be combined into a single message and transmitted to a gateway for subsequent processing. Not only does Rogge even fail to suggest that the point of sale terminals 12, 14, and 16 could be from different manufacturers, it also discloses a multi-threaded architecture that sends individual transactions from a controller to a front end processor that must be coordinated with the controller for multi-threaded transaction processing. It is hoped that this brief summary of one of the differences between Rogge and the disclosure of the pending application will help the Examiner to understand a fundamental difference between the two. As this is the **fifth** non-final office action in this matter, it is sincerely hoped that no new prior art will be cited against the claims, and that the claims will be allowed after consideration of how the claimed invention, which relates to the exemplary embodiments described in the specification, is different from the cited art.

In regards to claim 9, the Examiner states that Rogge discloses a protocol translator at col. 3, line 51 through col. 4, col. 5 lines 28 through 50, and col. 5 line 59 through col. 6, line 55. However, as previously noted, claim 9 has been amended to recite "protocol translator means for receiving the credit transaction data from two or more point of sale systems according to two or more different transmission protocols, each transmission protocol associated with a different credit authorization system, and forming a credit transaction data message." Thus, the question is now whether Rogge discloses the corresponding structure. It does not, as it does not even

disclose the claimed protocol translator of claim 9 prior to amendment, much less the protocol translator means. The three cited sections will be reviewed individually:

1. Col. 3, line 51 through col. 4, line 36: This section does not disclose receiving the credit transaction data from two or more point of sale systems according to two or more different transmission protocols, each transmission protocol associated with a different credit authorization system, and forming a credit transaction data message. Instead, it discloses individually threaded messages:

> In such a system designed according to the invention, an individual authorization request from one terminal connected to the store controller can be initiated before a response is received on an authorization request initiated from another of the terminals connected to the store controller. That is, each individual transaction need not queue up and wait for responses to previous transactions before that individual transaction is sent to the FEP. This is a multi-threaded protocol which significantly reduces transaction queuing and greatly speeds POS transactions.

(Rogge, col. 4, lines 7-16). How could two or more authorization requests be used to form a single credit transaction data message when "an individual authorization request from one terminal connected to the store controller can be initiated before a response is received on an authorization request initiated from another of the terminals connected to the store controller?" Clearly, it cannot. Furthermore, nothing in this section refers to receiving the credit transaction data from two or more point of sale systems according to two or more different transmission protocols, each transmission protocol associated with a different credit authorization system.

2. Col. 5, lines 28 through 50: This section only discusses the architecture of multiple POS terminals connected to a central store controller. No discussion about the messaging protocols between the POS terminals and the central store controller is provided.

3. Col. 5 line 59 through col. 6, line 55: This section discusses connections between the controller and a front-end processor, and teaches away from two or more different transmission protocols, each transmission protocol associated with a different credit authorization system: "if the FEP/host 29 is a system run by Exxon Corporation, then it would typically include software to provide authorization responses for transactions using an Exxon credit or Exxon debit card." Thus, only a single type of credit authorization system is anticipated by Rogge. Furthermore, even where Rogge discloses that different credit authorization systems arguably could be used together, it makes it clear that the transactions are individually processed

in response to the individual threads that were previously discussed: "For other cards, such as MasterCard, Visa, or a bank debit card, the FEP/host 29 communicates with other host systems as will be described later, sending authorization requests and receiving responses from those hosts, and then sending the responses downline to the controller 24."

Thus, Rogge only discloses the prior art method of sending individual transaction authorization requests from a central store controller to a front-end processor, which then performs any necessary transaction protocol processing. Not only does it fail to anticipate the protocol translator that was previously claimed, it has absolutely no corresponding structure to the protocol translator means of claim 9 as amended.

The Examiner admits that Rogge fails to disclose an encryption system coupled to the protocol translator, but asserts that Nair discloses such at col. 5, line 60 through col. 6, line 38. However, a review of that section of Nair reveals that encryption is being applied at an individual point of sale terminal. Thus, combining Rogge and Nair fails to disclose encryption from the protocol translator, and instead only discloses encryption from each point of sale terminal. It would be unnecessary for the data that has been encrypted at each point of sale terminal to be encrypted again by the protocol translator – in fact, the encrypted data from each point of sale terminal would make it impossible to perform protocol translation. Furthermore, as claim 9 is now in means plus function format, the prior art must disclose the same structure, which it does not.

In regards to claim 10, the Examiner states that Rogge teaches a device "roister." Apparently, the Examiner means "router." However, claim 10 as amended now includes "device router means for transmitting authorization data received in response to the credit transaction data message to the one or more point of sale systems." The structure in the cited section of Rogge requires the front end processor to have "both the network software and the host software used to authorize proprietary card authorization requests." Rogge, col. 9, lines 10-11. This structure is different from the structure disclosed in the pending application.

Claim 11 as amended includes management system interface means for storing a protocol module to the protocol translator. Although the Examiner has cited to numerous locations of Rogge as allegedly disclosing this element, none of the cited sections disclose a management system interface, much less the structure disclosed in the pending application.

Accordingly, the rejection of claims 9-11 over Rogge in view of Nair is improper, and withdrawal of the rejection and allowance of the claims is respectfully requested.

Claim 12 as amended includes "management system interface means for storing an encryption module to the encryption system." The Examiner admits that Rogge and Nair fail to disclose a management system interface, but alleges that Weber discloses such at col. 3, lines 10-67. The cited section of Weber discloses Secure Sockets Layer (SSL) functionality. However, SSL functionality requires an encryption module that is already present, such as a web browser that is configured to interface with an SSL server. As such, Weber fails to disclose even the management system interface of claim 12 prior to amendment. Furthermore, the SSL functionality of Weber does not have the structure for the management system interface means for storing an encryption module to the encryption system as disclosed in the specification, and the rejection of claim 12 over Rogge in view of Nair and Weber is therefore improper.

In regards to claim 13, the Examiner asserts that Rogge discloses a "method for transmitting credit transaction data over a communications medium comprising; receiving credit transaction data from two or more point of sale devices, each reading credit card data from a magnetic stripe of a credit card...; determining a point-of-sale device data transmission protocol to use to assemble the credit transaction data into an authorization request...; determining which of two or more authorization systems is the appropriate authorization system to provide the authorization request to...; and transmitting the authorization request to the appropriate authorization system." However, as discussed above, Rogge fails to disclose those elements. Rogge uses a multi-threaded approach to submit individual authorization requests, and does not determine a point-of-sale device data transmission protocol for each of two or more point of sale devices for use in assembling the credit transaction data from the two or more point of sale devices into a single authorization request. As such, the rejection of claim 13 is improper for that reason alone.

Furthermore, Weber fails to teach "encrypting the authorization request; transmitting the encrypted authorization request over the communications medium; decrypting the encrypted authorization request." The claimed authorization request contains multiple instances of credit transaction data, whereas Weber only discloses a single set of credit transaction data. It is further noted that the Examiner has failed to rely on Nair for any teaching. As such, the combination of Rogge, Nair and Weber fails to anticipate each element of claim 13.

In regards to claim 14, the Examiner admits that Rogge and Nair fail to disclose the Visa-K protocol, but states that Weber does so at col. 7, lines 1-31. In fact, Weber fails to disclose the Visa-K protocol ***anywhere***. This is not surprising, because Weber relates to a virtual point of sale terminal, and it would be unnecessary for Weber to recognize multiple protocols from different point of sale devices. As previously noted, Rogge fails to disclose receiving credit transaction data in accordance with multiple protocols, and the failure of Rogge to even mention a single protocol merely underscores the absence of any such teaching in Rogge.

In regards to claim 15, the Examiner cites to Weber at col. 13, lines 29-56 and col. 14, lines 37-67 as allegedly disclosing the method of claim 13 "wherein encrypting the authorization request comprises encrypting the credit transaction data using an encryption module received from a hub manager." The heading on the cited section reads "Customer-to-Merchant Communication." How could customer to merchant communication for a virtual point of sale terminal even relate to claim 15, which at an abstract level relates to receiving an encryption module at the controller 24 of Rogge from the front end processor of Rogge? Weber concerns communications between a customer and a merchant, whereas claim 15 relates to communications between the merchant and a payment gateway.

In regards to claim 17, the Examiner admits that Rogge fails to disclose "transmitting one or more control messages to a remote hub and processing the control message at the remote hub," but curiously states that Rogge discloses "each control message adapted for one of two or more different point of sale devices." This construction is flawed – how can Rogge possibly fail to disclose transmitting the messages and processing the messages, but disclose what the messages are adapted for? There is simply no way for a reference that fails to teach transmitting and processing a type of message to disclose what the undisclosed messages are adapted for.

The Examiner further asserts that Rogge discloses "performing a control function on one of two or more point of sale devices that read credit card data from a magnetic stripe of a credit card at the remote hub in response to the control message if the control message is adapted for the point of sale device" at col. 96 line 51 through col. 99, line 43, but a review of Rogge reveals that it ***only has 38 columns!*** Perhaps the Examiner meant to refer to Weber, but as the Examiner has failed to use Nair to reject claim 13, even though it is cited against that claim, the Applicants cannot determine what the Examiner's intention was. Clarification is required before a response can be made to this part of the rejection, but the failure of Rogge to disclose "transmitting one or

more control messages to a remote hub and processing the control message at the remote hub," renders the rejection of this claim over Rogge improper.

In regards to claim 18, it is alleged that Weber discloses "wherein performing the control function at the remote hub in response to the control message comprises transmitting status data far the remote hub," but as previously described, Weber fails to disclose the architecture of Rogge, which at a minimum would be required in order for Weber to be able to disclose "wherein performing the control function at the remote hub in response to the control message comprises transmitting status data far the remote hub." The control function here is a control function performed on one of two or more point of sale devices, and Weber only discloses a virtual point of sale device that is accessed by a customer computer at a merchant website. How can Weber disclose claim 18 when it fails to be even tangentially related to the architecture of Rogge? It cannot.

Likewise, the Examiner also relies on Weber as the basis for rejecting claim 19, which includes "wherein performing the control function at the remote hub in response to the control message comprises transmitting status data for one or more point of sale devices connected to the remote hub," but Weber fails to disclose two or more point of sale devices – it only discloses a virtual point of sale architecture. The Examiner appears to have lost track of the fact that claim 19 depends from claim 17 and modifies an element that includes "performing a control function on one of two or more point of sale devices." As previously discussed, the rejection of this element was not clear, and the lack of clarity in the rejection of claim 17 is further reflected in the lack of clarity for the rejection of claim 19.

Likewise, the reliance on Nair for the rejection of claim 20 is also confusing. How can Nair, which does not disclose a remote hub, relate in any way to "wherein performing the control function at the remote hub in response to the control message comprises updating the remote hub with a protocol module to accommodate a new point of sale device." Looking at the cited section of Nair, it can be seen that accommodating a new point of sale device is not even remotely contemplated:

> FIG. 2C illustrates a multi-reader terminal 10 connected in series between an ISP 135 and a dumb POS terminal 140. In this configuration, it is contemplated that the POS terminal 140 is not independently programmable and cannot operate on a stand-alone basis, but must be controlled by the ISP 135. In this series configuration, the multi-reader terminal 10 is connected to the ISP 135 by a cable 130' running between a serial port on the ISP 135 and one of the serial ports 62 on

> the multi-reader terminal. Another of the multi-reader terminal's serial ports 62 is used to connect the multi-reader terminal to the POS terminal 140 via cable 90'. The two remaining serial ports 62 may be connected to other peripheral devices, such as a signature capture pad 95 and/or a PIN pad 110.
>
> As described in greater detail below, the serial ports 62 on the multi-reader terminal 10 may be individually configured. Therefore, it is possible to pass data from one serial port to another. In addition, the multi-reader terminal 10 may be programmed to monitor data from the ISP 135 and to distinguish data intended for the POS terminal 140 from that intended for the multi-reader terminal 10. The multi-reader terminal 10 responds to data intended for it, and passes other data on to the POS terminal. Likewise, data transmitted from the POS terminal 140 to the ISP 135 is passed through the multi-reader terminal 10 without interference. The operation of the multi-reader terminal 10 as it relates to its handling of serial data is described more completely below.

(Nair, col. 11, line 48 through col. 12, line 9). The cited section only states that the "serial ports 62 on the multi-reader terminal 10 may be individually configured." This has nothing to do with "wherein performing the control function at the remote hub in response to the control message comprises updating the remote hub with a protocol module to accommodate a new point of sale device."

The rejections of claim 21 are, again, based on SSP, whereas claim 21 includes "wherein performing the control function at the remote hub in response to the control message comprises updating the remote hub with an encryption module." Again, Weber is irrelevant as to the Rogge architecture, which is the only art cited that is even tangentially related to the invention of claim 21. Likewise, SSP requires an encryption module that is already present, and does not involve updating anything with an encryption module.

In regards to claim 22, the Examiner asserts that Weber teaches "a remote hub system coupled to a communications medium, the remote hub system receiving the credit transaction data from one or more of the point of sale systems, translating the credit transaction data from the proprietary data format to a predetermined data format, encrypting the translated credit transaction data, and transmitting the translated encrypted credit transaction data over the communications medium...; and a gateway system coupled to the communications medium, the gateway system receiving the encrypted translated credit transaction data, decrypting the encrypted translated credit transaction data, and transmitting the translated credit transaction data to an authorization system," at col. 24, lines 7-56 and at col. 38, line 37 to col. 40, line 10,

respectively. However, as previously described, Weber discloses a virtual point of sale terminal, not a remote hub architecture such as is disclosed by Rogge. There is simply no "proprietary data format" associated with the virtual point of sale terminals – all data communications are in accordance with the ISO 8583 protocol. Likewise, there is no remote hub, and the only communications with the gateway are by the virtual point of sale terminal system. See Fig. 18A of Weber – the merchant and consumer browsers communicate with the virtual point of sale system over the World Wide Web. There is simply no relationship between the architecture of the claimed invention, where physical point of sale terminals are connected to a hub, and the virtual point of sale terminals of Weber.

In regards to claim 24, Weber simply fails to disclose a remote hub system. The virtual point of sale terminals of Weber simply cannot be construed as relating to "two or more point-of-sale systems, each point-of-sale system using a proprietary data format," because the virtual point of sale terminals of Weber are all the same, and use the same data format. As such, anything that could be construed to be a protocol translator in Weber would not receive credit transaction data from each of the one or more point of sale systems (where each of the one or more point of sale systems can use one of two or more proprietary data formats) according to the proprietary data format associated with each point of sale system.

Claim 25 as amended includes "wherein the remote hub system further comprises update means for receiving an encryption update and installing the encryption update on the remote hub system." Claim 26 includes "wherein the remote hub system further comprises update means for receiving an encryption update and installing the encryption update on one or more of the point-of-sale systems." As claims 25 and 26 must thus be construed in accordance with 35 U.S.C. 112(6), the utter failure of Weber to have an architecture resembling that of Rogge renders it irrelevant to the corresponding structure. The structures of the update means of claims 25 and 26 are simply not disclosed in Weber.

In regards to claim 28, the Examiner asserts that Rogge discloses "a telephone backup system coupled to one or more of the point of sale systems and the hub, wherein the hub uses the telephone backup system when the communications medium is unavailable" at col. 12, lines 54-64. Rogge states at the cited section that "As previously described, FIGS. 5A-B show the flowchart for software used to control the TERMINAL, or controller 24, of the POS system used to practice multi-threaded transactions according to the invention. Turning to FIG. 5A, process

$TERM_{13}$ THREAD 500 begins at step 502 by dialing and logging on to the POS network. This is done by forming a communications link with the FEP/host 29, or the NETWORK. This can be a fast dial up, a direct access line 30, a switched access VPN 48, or any other of a variety of connections, including leased lines." The simple ability to use different communication media is not the same as "a telephone backup system coupled to one or more of the point of sale systems and the hub, wherein the hub uses the telephone backup system when the communications medium is unavailable" – this fail-over functionality requires the hub or the telephone backup system to be able to determine that the communications medium is unavailable and to switch the hub over to the telephone back-up system.

CONCLUSION

In view of the foregoing remarks and for various other reasons readily apparent, Applicant submits that all of the claims now present are allowable, and withdrawal of the rejection and a Notice of Allowance are courteously solicited.

If any impediment to the allowance of the claims remains after consideration of this amendment, a telephone interview with the Examiner is hereby requested by the undersigned at (214) 939-8657 so that such issues may be resolved as expeditiously as possible.

No fee is believed to be due at this time. However, if any applicable fee or refund has been overlooked, the Commissioner is hereby authorized to charge any fee or credit any refund to the deposit account of Godwin Gruber LLP, No. 50-0530.

Dated: August 5, 2005

Respectfully submitted,

GODWIN GRUBER LLP

By _____
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